



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Gloria Molina
First District
Mark Ridley-Thomas
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January 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 JANUARY 19, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ACCEPT TWO NOTICE OF AWARDS FROM THE CENTERS FOR
DISEASE CONTROL AND PREVENTION FOR THE SEXUALLY TRANSMITTED
DISEASE SURVEILLANCE NETWORK PROJECT AND APPORVAL OF AN APPROPRIATION
ADJUSTMENT
(All SUPERVISORIAL DISTRICTS)
(4 VOTES)**

SUBJECT

Request approval to accept grant funds from the Centers for Disease Control and Prevention to support the Department of Public Health's Sexually Transmitted Disease Surveillance Network project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute: 1) Notice of Award (NA) Grant Number 1H25PS001276-01 (Exhibit I) from the Centers for Disease Control and Prevention (CDC) for the project period of September 30, 2008 through September 29, 2009, in the amount of \$150,000; and 2) NA Grant Number 5H25PS001276-02 (Exhibit II) from the CDC for the project period of September 30, 2009 through September 29, 2010, in the amount of \$150,000, to support a Sexually Transmitted Disease Control Surveillance Network (SSuN) project managed by DPH's Sexually Transmitted Disease Control (STD) Program, at no net County cost.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards and/or amendments substantially similar to NA Grant Number 1H25PS001276-01 and NA Grant

Number 5H25PS001276-02 from the CDC, that provide funding for future years through September 29, 2013, extend the term, permit the rollover of any unspent funds, and/or provide for an increase or decrease in funding of up to 25 percent above each year's base award, subject to review and approval by County Counsel and the Chief Executive Office (CEO), and notification to your Board offices.

3. Accept and execute an Agreement, substantially similar to Exhibit III, from the California Department of Public Health's (CDPH) STD Control Branch (SCB) to collect STD demographic, clinical, and behavioral information, effective upon date of Board approval through September 29, 2010 with automatic annual renewals for a maximum of three years through September 29, 2013, in an amount not to exceed \$75,000 per year, contingent upon availability of funds.

4. Approve the Request for Appropriation Adjustment (Attachment A) in the amount of \$84,000 for Fiscal Year (FY) 2009-10. This Appropriation Adjustment will increase DPH's budgeted Services and Supplies (S&S) appropriation by \$84,000, and is fully offset by grant funding from the CDC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommended actions will enable the DPH's STD Program to participate in the STD Surveillance Network five-year project to improve the capacity of national, State and local STD programs to detect, monitor, and respond rapidly to emerging trends in STDs and related risk behaviors.

The DPH STD Program and the CDPH-SCB collaborated and submitted an application to the CDC for the SSuN grant on July 14, 2008. The collaboration allowed DPH STD Program and CDPH-SCB to meet the grant's application requirements. The partnership formed under this collaboration will improve the DPH's ability to interact with local, State, and national programs to detect, monitor, and rapidly respond with greater effectiveness to emerging trends in STDs and related risk behaviors as well as to evaluate the effectiveness of public health intervention. On September 9, 2008, the DPH received the SSuN Grant from the CDC in the amount of \$150,000.

The DPH did not accept the September 30, 2008 through September 29, 2009 funds provided under NA Grant Number 1H25PS001276-01 earlier since CDPH-SCB did not accept the County's contracting terms and conditions. Contract negotiations with CDPH-SCB were lengthy and the review process was extensive. The CDPH-SCB was adamant that it could not indemnify the County unless it had clear statutory authority to do so and in this case it did not. The DPH received approval from CEO Risk Management and County Counsel to move forward but included a provision which states "neither party shall indemnify the other party, and each party shall be responsible for their own acts and/or omissions regardless of negligence or fault" in lieu of the standard County indemnity provision. The CDPH-SCB agreed to the provision. All references to indemnification have been omitted from the Agreement and accompanying Standard Provisions. However, since that time DPH has requested approval from CDC to rollover \$75,000 from September 30, 2008 through September 29, 2009 budget period to the September 30, 2009 through September 29, 2010 budget period. The requested rollover funds of \$75,000 is comprised \$63,513 for Research Analyst II to pay salary and benefits, \$333 to purchase office supplies, and \$11,154 for indirect cost reimbursement. Once the rollover has been approved, CDC will issue DPH a revised award letter increasing the total award for the current project period. CDPH-SCB has requested approval from CDC to rollover \$75,000 from September 30, 2008 through September 29, 2009 budget period separately from DPH. CDC allowed CDPH-SCB, as a one-time only occurrence, to submit their request for rollover funds

separate from DPH because of the length of time that has lapsed between original NA to the present and not having a contract with DPH.

The DPH STD Program will oversee 12 DPH STD clinics for the clinic-based component of the grant. These 12 DPH STD Clinics serve a large clientele that is varied with regard to gender, race/ethnicity, age, and sexual orientation. All clinic-based activities will be conducted by six DPH STD Program staff, funded by the SSuN grant, and will collect data on STD and Human Immunodeficiency Virus (HIV) testing, demographics, and behavioral risk of men who have sex with men (MSM) seen at the 12 DPH STD clinics. The DPH STD Program will analyze demographics and behavioral risks in order to assess disease burden and report on HIV testing and prevalence of STD/HIV co-infection. DPH STD clinic data will be sent electronically to CDC for a wide variety of analyses in order to respond to STD trends and public health priorities. The CDPH-SCB will sample and interview gonorrhea cases throughout California for the population-base component of the grant. The CDPH-SCB will conduct interviews to collect demographic, clinical, and behavioral information of gonorrhea cases throughout California (including Los Angeles County), based on methods developed for the ongoing California Gonorrhea Surveillance System (CGSS). The patient interviews will be conducted via telephone and will elicit detailed demographic and behavioral risk information, such as which venues were utilized to meet sexual partners and incarceration (jail) history. Eight contact attempts, including two during evening hours or on the weekend, within eight weeks from the date of diagnosis are required for completion of the review. Demographics data will be sent to CDC including race/ethnicity, age, gender, and setting of diagnosis (i.e. STD Clinic vs. non-STD clinic) will be compared between all reported cases statewide, cases sampled through CGSS, interviewed cases, and cases for which provider-reported data is successfully collected. Both programs have existing data infrastructure that can be rapidly adapted by the requirements of the SSuN project.

Approval of the two NAs will allow DPH to accept CDC grant funds that will help support DPH's participation in the CDC's National Center for HIV/Acquired Immune Deficiency Syndrome (AIDS), Viral Hepatitis, STD, and Tuberculosis (TB) Prevention SSuN five-year project. The data collected from the SSuN project will improve the capacity of national, State and local STD programs to detect, monitor, and respond rapidly to emerging trends in STDs and related risk behaviors.

Approval of the second recommendation will allow the DPH to expedite the acceptance of future awards and/or amendments, permit the rollover of any unspent funds, and/or provide for an increase or decrease in funding of up to 25 percent above each year's base award amount.

Approval of the third recommendation will allow the DPH to expedite the acceptance of an Agreement with the CDPH-SCB through September 29, 2013, in an amount not to exceed \$75,000 per year, 100 percent offset by grant funding, contingent upon availability of funds to administer the population-base component of the grant activities.

The additional appropriation of \$84,000, under the attached Appropriation Adjustment for the period of September 30, 2009 through September 29, 2010 will increase the S&S appropriation at no net County cost to fund the SSuN project from the date of Board approval to June 30, 2010. The S&S appropriation will be used to conduct the clinic-base activities for the SSuN project and include \$1,304 for office supplies, \$4,160 travel, \$75,000 Contractor (CDPH-SCB), \$3,000 for other expenses and \$333 from the September 30, 2008 through September 29, 2009 the project period.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan by improving surveillance of gonorrhea and HIV/STD-related risk behaviors among persons residing in Los Angeles County.

FISCAL IMPACT/FINANCING

The total amount of funding available for the SSuN project for September 30, 2008 through September 29, 2009 is \$150,000 fully funded under NA Grant Number 1H25PS001276-01, at no net County cost. Acceptance of the NA of a term that has already expired and no expenses were incurred during that term will ensure that the September 30, 2008 through September 29, 2009 funding will not be lost. The unobligated funds in the amount of \$75,000 from September 30, 2008 through September 29, 2009 project period are being requested to carryover to September 30, 2009 through September 29, 2010 grant year. CDPH-SCB will request approval of the unobligated funds in the amount of \$75,000 from September 30, 2008 through September 29, 2009 separately from DPH

The total cost of the SSuN project for September 30, 2009 through September 29, 2010 is \$150,000 comprised of: \$57,671 for salary and benefits, \$3,077 for office supplies, \$4,160 for travel, \$75,000 for the Agreement with CDPH-SCB, and \$10,092 for indirect cost fully funded under NA Grant Number 5H25PS001276-02, 100 percent offset by grant funding, contingent upon availability of funds.

The Agreement with the CDPH-SCB is effective upon date of Board approval through September 29, 2013 not to exceed \$75,000 per year, at no net County cost.

Approve the attached Appropriation adjustment in the amount of \$84,000 will increase DPH FY 2009 -10 S&S appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DPH STD Program collaborated with the CDPH-SCB to apply for a SSuN grant funded by the CDC. Since the CDPH-SCB has an existing Temporary Personnel Service Agreement with Public Health Foundation Enterprises (PHFE), they informed the DPH that they were going to use PHFE staff to perform the services and PHFE would bill DPH for its portion of the services rendered; however, it was ultimately decided that this was not feasible or allowable under the grant, as this would result in CDPH-SCB subcontracting with PHFE not DPH. Furthermore, the DPH was advised by Auditor-Controller that accepting the \$150,000 under NA grant award and then paying CDPH-SCB its portion of the grant would cause DPH to earn interest on the amount which would require DPH to establish a trust fund dedicated to the grant to ensure the taxes on the interest earned were auditable. The DPH contacted the CDC and was informed that reimbursement for the award would be made available through automatic drawdown. It was determined that a Memorandum of Understanding (MOU) would be the easiest mechanism to get the \$75,000 to the CDPH-SCB. The MOU between the CDPH-SCB and DPH would be necessary to hold CDPH-SCB accountable to perform their duties as agreed to under the grant. Initially, CDPH-SCB agreed to the MOU however, CDPH-SCB determined that the MOU would be time consuming and requested an Agreement. Both parties agreed that an Agreement would be an acceptable mechanism to use to compensate CDPH-SCB for services rendered under the NA.

Contract negotiations with CDPH-SCB were lengthy and the review process was extensive. The CDPH-SCB was adamant that it could not indemnify the County unless it had clear statutory authority to do so and in this case it did not. The DPH received approval from CEO Risk Management and County Counsel to move forward but included a provision which states "neither party shall indemnify the other party, and each party shall be responsible for their own acts and/or omissions regardless of negligence or fault" in lieu of the standard County indemnity provision. The CDPH-SCB agreed to the provision. All references to indemnification have been omitted from the Agreement and accompanying Standard Provisions. If DPH is unable to partner with CDPH-SCB, funding will be lost.

County Counsel has approved Exhibit I, II, and III as to form. Attachment A is the Appropriation Adjustment. Attachment B and C is the Grant Management Statement for grants exceeding \$100,000.

CONTRACTING PROCESS

On July 14, 2008, the DPH STD Program collaborated with the CDPH-SCB to form a partnership and submitted an application to the CDC for a SSuN Grant, for which they were awarded funding. The five-year project period will be effective upon date of Board approval and continue through September 29, 2014, in the amount of \$150,000 each year, subject to availability of funds and satisfactory programmatic progress.

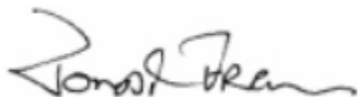
On September 9, 2008, the DPH received NA Grant Award Number 1H25PS001276-01 from the CDC in the amount of \$150,000 for the period of September 30, 2008 through September 29, 2009. With this funding, the DPH STD Program will use \$75,000 to conduct the clinic-based component of the grant activities. The CDPH-SCB will use the remaining \$75,000 of the grant funds to conduct the population-based component of the grant activities. Because of negotiations with the CDPH-SCB over contracting terms and conditions, the September 30, 2008 through September 29, 2009 funding has not been accepted. However, DPH has requested approval from CDC to rollover \$75,000 to the September 30, 2009 through September 29, 2010 budget period. The requested rollover funds of \$75,000 is comprised \$63,513 for Research Analyst II to pay salary and benefits, \$333 to purchase office supplies, and \$11,154 for indirect cost reimbursement. CDPH-SCB has requested approval from CDC to rollover \$75,000 from September 30, 2008 through September 29, 2009 budget period separately from DPH. The original NA will be accepted under the action to allow for this rollover.

On September 12, 2009, DPH received the second NA Grant Award Number 5H25PS001276-02 from the CDC in the amount of \$150,000, for the period of September 30, 2009 through September 29, 2010.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to accept grant funds for the STD Surveillance Network and enable DPH to take part in development of common protocols to address surveillance and program evaluation issues of national, State and local interest.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:ar

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

DEPT'S.
NO. 295

December 30, 2009

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009/10

4 - VOTES

SOURCES

Public Health Programs
A01-PH-90-9031-23450
Federal Grants \$84,000
Increase Revenue

USES

Public Health Programs
A01-PH-2000-23450
Services & Supplies \$84,000
Increase Appropriation

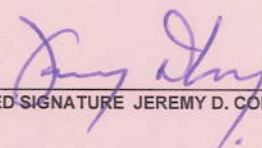
SOURCES TOTAL: \$ 84,000

USES TOTAL: \$ 84,000

JUSTIFICATION

To request an increase in Services & Supplies appropriation for Public Health to conduct the clinic-base activities for the STD Surveillance Network Project. Funding is provided by Centers for Disease Control & Prevention - Dept. of Health & Human Services for FY 2009/10. There is no impact on Net County Cost.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES


AUTHORIZED SIGNATURE JEREMY D. CORTEZ, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

28 JAN 19 2010


SACHIN A. HAMA
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐

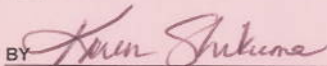
ACTION

☒

RECOMMENDATION

AUDITOR-CONTROLLER

BY



B.A. NO.

083

Jan 6

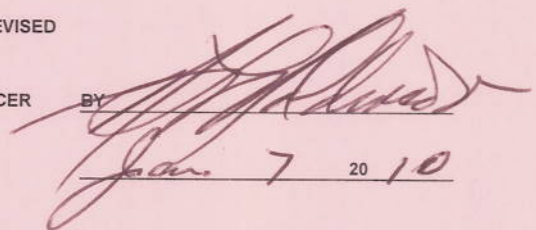
20 10

☒ APPROVED AS REQUESTED☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY


Jan 7 20 10

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Public Health

Grant Project Title and Description: LA COUNTY AND CALIFORNIA STATE STD SURVEILLANCE NETWORK (SSuN) - SEXUALLY TRANSMITTED DISEASE SURVEILLANCE AND PROGRAM EVALUATION SERVICES

A five year project to improve the capacity of National, State, and local STD programs to detect, monitor, and respond rapidly to emerging trends in STDs and related risk behaviors.

Funding Agency:

CDC

Program (Fed. Grant #/State Bill or Code#):

1H25PS001276-01

Grant Acceptance:

September 30, 2008

Total Amount of Grant Funding: \$150,000

County Match Requirements: -0-

Grant Period: 9-30-08 to 9-29-13

Begin Date: 9-30-08

End Date: 9-29-09

Number of Personnel Hired Under this Grant: 1 Full Time x Part Time

Obligation Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No

Is the County obligated to continue this program after the grant expires? Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources Yes X No


(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No

Impact of additional personnel on existing space: NONE

Other requirements not mentioned above: NOT APPLICABLE

Chief Deputy Director Signature



Date

12-18-08

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Public Health

Grant Project Title and Description: LA COUNTY AND CALIFORNIA STATE STD SURVEILLANCE NETWORK (SSuN) - SEXUALLY TRANSMITTED DISEASE SURVEILLANCE AND PROGRAM EVALUATION SERVICES

A five year project to improve the capacity of National, State, and local STD programs to detect, monitor, and respond rapidly to emerging trends in STDs and related risk behaviors.

Funding Agency:

CDC

Program (Fed. Grant #/State Bill or Code#):

5H25PS001276-02

Grant Acceptance:

September 30, 2009

Total Amount of Grant Funding: \$150,000 County Match Requirements: -0-

Grant Period: 9-30-08 to 9-29-13 Begin Date: 9-30-09 End Date: 9-29-10

Number of Personnel Hired Under this Grant: 1 Full Time x Part Time

Obligation Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No

Is the County obligated to continue this program after the grant expires? Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources Yes X No

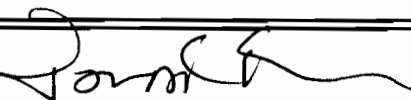
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No

Impact of additional personnel on existing space: NONE

Other requirements not mentioned above: NOT APPLICABLE

Chief Deputy Director Signature



Date

12-18-09



RESOURCE PROGRAMS
Department of Health and Human Services
Centers for Disease Control
NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDs AND TB PREVENTION

Notice of Award

Issue Date: 09/05/2008

**Grant Number:** 1H25PS001276-01**Principal Investigator(s):**
PETER REYNOLDS KERNDT, MD**Project Title:** LOS ANGELES COUNTY AND CALIFORNIA STATE STD SURVEILLANCE
NETWORK (SSUN)**GRANT MANAGER**
COUNTY OF LOS ANGELES-DPH
5555 FERGURSON DRIVE, ROOM 100-5
COMMERCE, CA 90022**Budget Period:** 09/30/2008 – 09/29/2009**Project Period:** 09/30/2008 – 09/29/2013

Dear Business Official:

The Centers for Disease Control hereby awards a grant in the amount of \$150,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of PHS ACT, SECT. 318 (42U.S.C. SEC 247C) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Roslyn Curington

Roslyn Curington
Grants Management Officer
Centers for Disease Control

Additional information follows

SECTION I – AWARD DATA – 1H25PS001276-01**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$38,874
Fringe Benefits	\$18,558
Supplies	\$1,304
Travel Costs	\$4,160
Other Costs	\$3,000
Consortium/Contractual Cost	\$75,000

Federal Direct Costs	\$140,896
Federal F&A Costs	\$9,104
Approved Budget	\$150,000
Federal Share	\$150,000
TOTAL FEDERAL AWARD AMOUNT	\$150,000

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$150,000
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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02	\$150,000
03	\$150,000
04	\$150,000
05	\$150,000

Fiscal Information:

CFDA Number:	93.977
EIN:	1956000927A1
Document Number:	HPS001276A

IC	CAN	2008	2009	2010	2011	2012
PS	9212903	\$108,177				
PS	921ZEGG	\$41,823	\$150,000	\$150,000	\$150,000	\$150,000

SUMMARY TOTALS FOR ALL YEARS			
YR	THIS AWARD		CUMULATIVE TOTALS
1	\$150,000		\$150,000
2	\$150,000		\$150,000
3	\$150,000		\$150,000
4	\$150,000		\$150,000
5	\$150,000		\$150,000

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: N / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H25PS001276-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhtips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1H25PS001276-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

National Center For Hiv, Viral Hepatitis, Stds And Tb Prevention (PS)

Treatment of Program Income:

Additional Costs

SECTION IV – PS Special Terms and Conditions – 1H25PS001276-01

Funding Opportunity Announcement Number (FOA), PS08-865
Award Number: 1 H25 PS001276-01
Approval List Number: C0139R08

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

Note 1. INCORPORATION. Funding Opportunity Announcement Number PS08-865 titled, STD Surveillance Network (SSuN), additional requirements, the application dated July 14, 2008, the budget discussion between Peter Kerndt, Jacqueline Battle and Sarah Guery and Louvem Asante, Grants Management Specialist, Lori Newman, Project Officer, and Kristi Mahle from CDC and revised budget dated August 25, 2008 are made a part of this award by reference.

Note 2. SUMMARY STATEMENT. Attached to this Notice of Award is a Summary Statement of the application as part of this award.

Note 3. APPROVED FUNDING: Funding for Part A in the amount of \$150,000 is approved for the Year 01 budget period, which is September 30, 2008, through September 29, 2009. All funding for future years is based on satisfactory programmatic progress and the availability of funds.

Note 4. INDIRECT COSTS. Indirect costs are approved based on a Cost Allocation Plan that was approved dated May 07, 2008, which calculates indirect costs at 23.42% of salary costs.

Note 5. PROGRAM INCOME. Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative. Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

Note 6. REPORTING REQUIREMENTS.

a.) Annual Financial Status Report (FSR, SF 269 or SF 269A), The FSR for this budget period is due to the Grants Management Specialist by December 30, 2009. Reporting timeframe is September 30, 2008, through September 29, 2009. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final, and an amount of

unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting, <http://www.whitehouse.gov/omb/grants/sf269a.pdf>.

b.) Progress Reporting.

ANNUAL PROGRESS REPORTING. Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is September 30, 2008 through February 28, 2009. A due date and specific IPR guidance will be provided at a later date.

ii. The Annual Progress Report (APR) will be due 90 days after the end of the budget period, December 30, 2009. APR programmatic guidance will be provided at a later date. Reporting timeframe is September 30, 2008 through September 29, 2009.

Note 7. CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER as shown at the top left of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

Note 8. PRIOR APPROVAL. All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests, 1) Use of unobligated funds from prior budget period (Carryover), 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant, 5) Supplemental funds, 6) Response to Technical Review, or 7) Change in Key Personnel.

Note 9. KEY PERSONNEL. In accordance with 45 CFR Part 92, CDC recipients shall obtain prior approval from CDC for (1) Change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Note 10. INVENTIONS. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

Note 11. PUBLICATIONS. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as,

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

Note 12. CONFERENCE DISCLAIMER AND USE OF LOGOS,

Disclaimer. Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites,

Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government

Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

Note 13. EQUIPMENT AND PRODUCTS. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization policy.

Note 14. TRAFFICKING IN PERSONS. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

Note 15. ACKNOWLEDGMENT OF FEDERAL SUPPORT. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Note 16. INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hstips@oig.hhs.gov or by mail to:

Office of the Inspector General
Department of Health and Human Services
Attention: HOTLINE
330 Independence Ave., SW
Washington DC 20201

Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General Contact information cited in previous notice of award.

Note 17. PAYMENT INFORMATION:

Automatic Drawdown:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, and HHS. PMS will forward the DHHS Manual for Recipients Financed under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Division of Payment Management

FMS/PSC/HHS
P.O. Box 6021
Rockville, MD 20852

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike
Rockville, MD 20852

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

For more information and to obtain your agency point of contact at the Payment Management System, visit the following website,
http://www.dpm.psc.gov/contacts/dpm/dpm.aspx?cms_branchevent=/contacts/dpm/univ_nonprofit/univ_nonprofit.object

Note 18. AUDIT REQUIREMENT: An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditors report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or grant funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantees own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipients records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

Note 19. CDC CONTACT NAMES.

Business and Grants Policy Contact

Louven Asante, Grants Management Specialist
Centers for Disease Control, PGO, Branch I
2920 Brandywine Road, Mail Stop E-15
Atlanta, GA 30341-4146
Telephone: (404) 639-8291
Fax: (404) 639-8095
Email: LHA5@cdc.gov

Programmatic and Technical Contact

Dr. Lori Newman, Project Officer
Centers for Disease Control and Prevention
Division of HIV/AIDS Prevention
8 Corporate Blvd, Mail Stop E-02

Atlanta, GA 30329
Telephone: (404) 639-6183
Fax: (404) 639-5210
Email: LNewman@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Louvem Asante
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
1600 Clifton Road, Mail Stop E-15
Atlanta, GA 30333
Email: lha5@cdc.gov **Phone:** (404) 639-8291 **Fax:** (404) 639-8095

Grants Management Officer: Roslyn Curington
Centers for Disease Control and Prevention
OD/OCOO/PGO/AABI
1600 Clifton Road, Mail Stop: E15
Atlanta, GA 30333
Email: rcurington@cdc.gov **Phone:** (404) 639-8321 **Fax:** (404) 639-8095

SPREADSHEET SUMMARY

GRANT NUMBER: 1H25PS001276-01

INSTITUTION: LOS ANGELES COUNTY PUBLIC HEALTH DEPT

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$38,874				
Fringe Benefits	\$18,558				
Supplies	\$1,304				
Travel Costs	\$4,160				
Other Costs	\$3,000				
Consortium/Contractual Cost	\$75,000				
TOTAL FEDERAL DC	\$140,896	\$140,896	\$140,896	\$140,896	\$140,896
TOTAL FEDERAL F&A	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104
TOTAL COST	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000



RESOURCE PROGRAMS

Issue Date: 08/11/2009

Department of Health and Human Services

Centers for Disease Control and Prevention

NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDs AND TB PREVENTION

**Grant Number:** 5H25PS001276-02**Principal Investigator(s):**

Sarah Guerry

Project Title: LOS ANGELES COUNTY AND CALIFORNIA STATE STD SURVEILLANCE NETWORK (SSUN)

GRANT MANAGER

COUNTY OF LOS ANGELES-DPH

5555 FERGURSON DRIVE, ROOM 100-5

COMMERCE, CA 90022

Budget Period: 09/30/2009 – 09/29/2010**Project Period:** 09/30/2008 – 09/29/2013

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$150,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of PHS ACT, SECT. 318 (42U.S.C. SEC 247C) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Roslyn Curington

Grants Management Officer

Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 5H25PS001276-02**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$39,085
Fringe Benefits	\$18,585
Supplies	\$3,078
Travel Costs	\$4,160
Consortium/Contractual Cost	\$75,000

Federal Direct Costs	\$139,908
Federal F&A Costs	\$10,092
Approved Budget	\$150,000
Federal Share	\$150,000
TOTAL FEDERAL AWARD AMOUNT	\$150,000

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$150,000
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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

03	\$150,000
04	\$150,000
05	\$150,000

Fiscal Information:

CFDA Number:	93.977
EIN:	1956000927A1
Document Number:	HPS001276A

IC	CAN	2009	2010	2011	2012
PS	9212903	\$150,000	\$150,000	\$150,000	\$150,000

SUMMARY TOTALS FOR ALL YEARS			
YR	THIS AWARD		CUMULATIVE TOTALS
2	\$150,000		\$150,000
3	\$150,000		\$150,000
4	\$150,000		\$150,000
5	\$150,000		\$150,000

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: N / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H25PS001276-02

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhtips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 5H25PS001276-02

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV – PS Special Terms and Conditions – 5H25PS001276-02

Funding Opportunity Announcement Number (FOA). PS08-865
Award Number. H25 PS001276-02
Approval List Number. C090R09

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

Note 1. INCORPORATION. Funding Opportunity/Program Announcement Number PS08-865 titled, STD Network Surveillance (SSuN), additional requirements, the application (Interim Progress Report) dated June 06, 2009, and revised budget dated July 22, 2009 are made a part of this award by reference.

Note 2. RESPONSE TO TECHNICAL REVIEW: Attached to this Notice of Award is a Technical Review of the application.

Note 3. UNOBLIGATED FUNDS: N/A.

Note 4. APPROVED FUNDING: Funding in the amount of \$150,000 is approved for the Year 02 budget period, which is September 30, 2009, through September 29, 2010. All funding for future years is based on satisfactory programmatic progress and the availability of funds. Funding is approved for the following Parts.

Part A: \$150,000

Part B: \$0

Note 5. INDIRECT COSTS.

Indirect costs are approved based on a Cost Allocation Plan that was approved dated March 03, 2009, which calculates indirect costs at 25.82% of salary and wages costs.

Note 6. PROGRAM INCOME. Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative--Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

Note 7. REPORTING REQUIREMENTS.

a.) Annual Financial Status Report (FSR, SF 269 or SF 269A). The FSR for this budget period is due to the Grants Management Specialist by December 30, 2010. Reporting timeframe is September 30, 2009 through September 29, 2010. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the

form can be downloaded into Adobe Acrobat and completed on-line by visiting:
<http://www.whitehouse.gov/omb/grants/sf269a.pdf>.

The FSR is a requirement of this cooperative agreement and must be submitted and finalized every year of the project. The finalized FSR must be submitted within 12 months of the due date. FSRs should not be handwritten or typed on a typewriter.

b.) Progress Reporting.

ANNUAL PROGRESS REPORTING. Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is September 30, 2009 through February 2010. A due date and specific IPR guidance will be provided at a later date.

ii. The Annual Progress Report (APR) will be due 90 days after the end of the budget period, December 30, 2010. APR programmatic guidance will be provided at a later date. Reporting timeframe is September 20, 2009 through September 29, 2010.

Note 8. HIV PROGRAM REVIEW PANEL REQUIREMENT. All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials have to be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist.

Note 9. CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER as shown at the top left of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

Note 10. PRIOR APPROVAL. All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

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This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

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Office of the Inspector General
Department of Health and Human Services
Attention: HOTLINE
330 Independence Ave., SW
Washington DC 20201

Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This NOTE replaces the Inspector General Contact information cited in previous notice of award.

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- a. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
P.O. Box 6021
Rockville, MD 20852

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Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike
Rockville, MD 20852

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

For more information and to obtain your agency point of contact at the Payment Management System, visit the following website. http://www.dpm.psc.gov/contacts/dpm/dpm.aspx?cms_branchevent=/contacts/dpm/univ_nonprofit/univ_nonprofit.object

Note 20. AUDIT REQUIREMENT: An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditors report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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Note 21. CDC CONTACT NAMES.

Business and Grants Policy Contact

Louvern Asante, Grants Management Specialist
Centers for Disease Control, PGO, Branch I
2920 Brandywine Road, Mail Stop E-15
Atlanta, GA 30341-4146
Telephone: (770) 488-2835
Fax: (770) 488-8-2868

Programmatic and Technical Contact

Deborah Dowell, Project Officer
Centers for Disease Control and Prevention
Division of HIV/AIDS Prevention
10 Corporate Blvd, RM. 2413, Mail Stop E-02
Atlanta, GA 30329
Telephone: (404) 639-8334
Fax: (404) 639-8610
Email: DDowell@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Louvern Asante
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
Koger Center, Colgate
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: lha5@cdc.gov **Phone:** (770) 488-2835 **Fax:** 770-488-2868

Grants Management Officer: Roslyn Curington
Centers for Disease Control and Prevention
OD/OCOO/PGO/AABI
Koger Center, Colgate Builder
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: rcurington@cdc.gov **Phone:** (770) 488-2832 **Fax:** 770-488-2868

SPREADSHEET SUMMARY

GRANT NUMBER: 5H25PS001276-02

INSTITUTION: LOS ANGELES COUNTY PUBLIC HEALTH DEPT

Budget	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$39,085			
Fringe Benefits	\$18,585			
Supplies	\$3,078			
Travel Costs	\$4,160			
Consortium/Contractual Cost	\$75,000			
TOTAL FEDERAL DC	\$139,908	\$140,896	\$140,896	\$140,896
TOTAL FEDERAL F&A	\$10,092	\$9,104	\$9,104	\$9,104
TOTAL COST	\$150,000	\$150,000	\$150,000	\$150,000

Contract No. _____

SEXUALLY TRANSMITTED DISEASE
(STD) SURVEILLANCE NETWORK (SSUN) SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CALIFORNIA DEPARTMENT OF
PUBLIC HEALTH STD CONTROL
BRANCH ("CDPH-SCB") (hereafter
"Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places
upon the County's Board of Supervisors ("Board") the duty to preserve and protect the
public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires
the Board to appoint a County Health Officer; who under this Agreement is the Director
of the Department of Public Health (hereafter "DPH or "Department"), in order to prevent
the spread of occurrence of communicable contagious and infectious diseases within
the jurisdiction of County; and

WHEREAS, Section 120175 of the California Health and Safety Code requires
the County Health Officer to take such measures as may be necessary to prevent the
spread of occurrence of contagious, infectious, or communicable disease within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the Director of County's DPH, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.977 for the Comprehensive STD Preventions Systems, of which a portion of these funds has been designated to gather data on sampling and interviewing STD cases throughout California for the STD Surveillance Network Project (Grant Number 5H25PS001276-02); and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services described hereunder; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall commence on effective upon Board approval, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight September 29, 2010. Said Agreement shall be thereafter automatically renewed for one (1) year terms, for a maximum of three (3) years, effective September 30, 2010 through September 29, 2011, September 30, 2011 through September 29, 2012, and September 30, 2012

through September 29, 2013 without further action by the parties hereto, subject to availability of County and/or federal funding.

B. In any event, this Agreement may be cancelled or terminated by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as describe in Exhibit A Scope of Work, STD Surveillance Network (SSuN) CDPH STD Control Branch (Scope of Work), which is attached hereto and incorporated herein by reference

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive provider to County of the services to be provided under this Agreement, that County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period commencing on date of Board approval through September 29, 2010, the maximum obligation of County for Contractor's performance shall be no greater than Seventy-Five Thousand Dollars (\$75,000), subject to availability of funding, as set forth in "Schedule 2, Budget" attached

hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or county budget reductions.

C. During the period of September 30, 2010 through September 29, 2011, the maximum obligation of County for Contractor's performance shall be no greater than Seventy-Five Thousand Dollars (\$75,000), subject to availability of funding, as set forth in "Schedule 3, Budget" attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or county budget reductions.

D. During the period of September 30, 2011 through September 29, 2012, the maximum obligation of County for Contractor's performance shall be no greater than Seventy-Five Thousand Dollars (\$75,000), subject to availability of funding, as set forth in "Schedule 4, Budget" attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or county budget reductions.

E. During the period of September 30, 2012 through September 29, 2013, the maximum obligation of County for Contractor's performance shall be no greater than Seventy-Five Thousand Dollars (\$75,000), subject to availability of funding, as set forth in "Schedule 5, Budget" attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or county budget reductions.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the

payment structure set forth in the Schedules 2 through 5 attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this paragraph includes time spent performing any service activities designated in the Exhibit A, Scope of Work, and also includes time spent on preparation for such services.

C. Original invoices shall be submitted directly to the Department of Public Health, Sexually Transmitted Disease Program, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, Attention: Sexually Transmitted Disease Program, Budget/Fiscal Manager, with duplicate invoice to: Department of Public Health, Financial Management, 5555 Ferguson Drive, 1st Floor, City of Commerce, California 90022, Attention: Grants Management Unit, no later than fifteen (15) working days after the end of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the Schedule(s) attached hereto.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Contractor Expenditures Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) days written notice to Contractor, or, notwithstanding to Alteration Terms

Paragraph of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope, maximum obligation and budget of this Agreement via an administrative amendment executed by Director and Contractor.

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer ("CEO"). If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by

Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer.

Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

9. NON-INDEMNIFICATION: Neither party shall indemnify the other party, and each party shall be responsible for their own acts and/or omissions regardless of negligence or fault.

10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Contractor, at its sole option, may satisfy the requirement of Paragraph 10 and Paragraph 11 of this Agreement through use of a program of self-insurance, which will apply to the extent permitted by state law. Without limiting Contractor's performance of this Agreement and until all of its obligations pursuant to this Agreement have been met,

Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 11, "INSURANCE COVERAGE REQUIREMENTS", Subparagraph "A" through "E" of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor –West
Los Angeles, California 90012-2659
Attention of: Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from

said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies

shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

11. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of

coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

12. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, in its discretion, and any attempted assignment or delegation without such prior County consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegate on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of

Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, sale, exchange, assignment, or divestment is effected in such way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, delegation, subcontract, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

- (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an

explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of General Provisions for All Insurance, Insurance Coverage Requirements, Compliance with Applicable Law, Conflict of Terms, and Alteration of Terms, of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed

under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

14. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

18. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

19. CONTRACTOR'S OFFICES: Contractor's office is located at P.O. Box 997377, MS 7320; Sacramento, California 95899-7377. Contractor's business telephone number is (916) 552-9788; facsimile/FAX number is (916) 440-5112 and electronic mail ("e-mail") address is May.Otow@cdph.ca.gov Contractor shall notify County, in writing, of any changes made to its business address, business telephone number, facsimile/FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, facsimile/FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

20. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Public Health
Sexually Transmitted Disease Program
2615 South Grand Avenue, Room 500
600 South Commonwealth Avenue, Suite 700
Los Angeles, California 90007

Attention: Program Director

B. Notices to Contractor shall be addressed as follows:

California Department of Public Health's
STD Control Branch
1616 Capitol Avenue, MS 7320
Sacramento, California 95899-7377

Attention: May Otow

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH STD CONTROL BRANCH

Contractor

By _____
Signature

Sandra Winters
Print Name

Chief, Contracts and Purchasing Services
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

**STD SURVEILLANCE NETWORK (SSuN)
CDPH STD CONTROL BRANCH
SCOPE OF WORK**

Project Period: Date of Board Approval through September 29, 2013

1. Service Overview

The California Department of Public Health (CDPH) agrees to provide to the Los Angeles County Department of Public Health (LACDPH) the services described herein:

Provide STD disease investigation specialist services as part of the California Gonorrhea (GC) Surveillance System, including the following activities: GC conduct case and provider interviews; verify adequate GC case treatment; deliver STD prevention messages to cases; provide GC partner services, including counseling on partner treatment and management.

2. Service Location

The services shall be performed at various local health jurisdiction public health departments throughout the State, as determined by the Centers for Disease Control (CDC) STD Surveillance Network (SSuN) protocol.

3. Service Hours

The services shall be provided at various times including days, evenings, weekends, and holidays as required to contact GC cases, their clinical providers, and their partners.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Jacqueline Mincks Assistant Branch Chief Telephone: (916) 552-9819 Fax: (916) 552-9777 E-mail: Jacqueline.Mincks@cdph.ca.gov	Los Angeles County Department of Public Health, STD Program Jacqueline Battle Director, Administrative Services Telephone: (213) 744-3116 Fax: (213) 749-9606 E-mail: jbattle@ph.lacounty.gov
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B. Direct all inquiries to:

California Department of Public Health, STD Control Branch Attention: May Otow 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9788 Fax: (916) 440-5112 E-mail: May.Otow@cdph.ca.gov	Los Angeles County Department of Public Health, STD Program Attention: Sarah Guerry, M.D. 2615 S. Grand Avenue, Room 500 Los Angeles, CA 90007 Telephone: (213) 744-3133 Fax: (213) 749-9606 E-mail: sguerry@ph.lacounty.gov
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

STD Surveillance Network (SSuN)

Goals:

In conjunction with the LACDPH Sexually Transmitted Disease Program:

1. Conduct data collection activities as part of the California Gonorrhea Surveillance System.

Objective 1: Conduct case and provider interviews.

Activities:	Timeline:
A. Initiate case follow-up with a random sample of 1000 gonorrhea cases annually: <ul style="list-style-type: none">▪ Within 2-4 weeks of date of diagnosis, make 8 contact attempts per case, including 2 evening and 2 weekend attempts▪ Make 3 provider contact attempts per case, including one from a supervisor if needed▪ Accurately complete a GC Case Investigation Record (CIR) for each case▪ Submit CIRs to State data manager within 9 weeks of date of diagnosis▪ Maintain a minimum case interview rate of 70%	Ongoing
B. Verify adequate treatment of GC case: <ul style="list-style-type: none">▪ Through case interview or provider interview or fax back form, verify that case received proper antibiotic therapy▪ If not, refer case to seek appropriate treatment	Ongoing
Deliver STD prevention messages to cases and their partners	Ongoing

<p>C. Provide GC partner services:</p> <ul style="list-style-type: none">▪ Counsel partners about need for treatment and link partners to GC testing and treatment services▪ Offer other partner services such as risk reduction counseling and other referrals, as needed	Ongoing
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6. Allowable Informal Scope of Work Changes

- A. CDPH or the LACDPH may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the CDPH annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the LACDPH.
- E. In implementing this provision, the LACDPH may provide a format for the CDPH use to request informal SOW changes. If no format is provided by the LACDPH, the CDPH may devise its own format for this purpose.

7. Required Reports, Data, and Meetings

A. Reporting

CDPH STD Control Branch will compile line-listed SAS datasets of case reports.

CDPH STD Control Branch will electronically transmit standardized data from STD surveillance activities, as a SAS file through secure mechanism, to CDC on a monthly basis.

B. Program Meetings and Training

CDPH STD Control Branch will participate in at least monthly conference calls and annual collaborative meetings with CDC and other participating sites.

Periodic trainings or meetings related to implementation of SSuN activities will be required, as needed.

8. Travel

If budgets include a line item to support travel costs, state travel rates apply. Refer to Exhibit G for Travel Reimbursement Information and state rates.

SCHEDULE 2

**STD Surveillance Network
CDPH STD CONTROL BRANCH
Budget Year 2
September 30, 2009 - September 29, 2010**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Consulting Communicable Disease Rep.	\$ 4,446	0.90	12	\$48,017.00
Total Personnel				\$48,017.00
Fringe Benefits @ 35.918%				\$17,246.00
Total Personnel & Fringe				\$65,263.00

OPERATING EXPENSES

General office expense	\$500.00
Media/advertising	\$0.00
Medication/pharmaceuticals	\$0.00
Lab services	\$0.00
Total Operating Expenses	\$500.00

EQUIPMENT (If >\$50K, please itemize) **\$0.00**

TRAVEL **\$1,144.00**

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor \$0.00

Total Subcontractors **\$0.00**

OTHER COSTS **\$0.00**

INDIRECT COSTS (12.4% OF PERSONNEL) **\$8,093.00**

BUDGET GRAND TOTAL **\$75,000.00**

SCHEDULE 3

**STD Surveillance Network
CDPH STD CONTROL BRANCH
Budget Year 3
September 30, 2010 - September 29, 2011**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Consulting Communicable Disease Rep.	\$ 4,446	0.90	12	\$48,017.00
Total Personnel				\$48,017.00
Fringe Benefits @ 35.918%				\$17,246.00
Total Personnel & Fringe				\$65,263.00

OPERATING EXPENSES

General office expense	\$500.00
Media/advertising	\$0.00
Medication/pharmaceuticals	\$0.00
Lab services	\$0.00
Total Operating Expenses	\$500.00

EQUIPMENT (If >\$50K, please itemize) **\$0.00**

TRAVEL **\$1,144.00**

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor \$0.00

Total Subcontractors **\$0.00**

OTHER COSTS **\$0.00**

INDIRECT COSTS (12.4% OF PERSONNEL) **\$8,093.00**

BUDGET GRAND TOTAL **\$75,000.00**

SCHEDULE 4

**STD Surveillance Network
CDPH STD CONTROL BRANCH
Budget Year 4
September 30, 2011 - September 29, 2012**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Consulting Communicable Disease Rep.	\$ 4,446	0.90	12	\$48,017.00
Total Personnel				\$48,017.00
Fringe Benefits @ 35.918%				\$17,246.00
Total Personnel & Fringe				\$65,263.00

OPERATING EXPENSES

General office expense	\$500.00
Media/advertising	\$0.00
Medication/pharmaceuticals	\$0.00
Lab services	\$0.00
Total Operating Expenses	\$500.00

EQUIPMENT (If >\$50K, please itemize) **\$0.00**

TRAVEL **\$1,144.00**

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor \$0.00

Total Subcontractors **\$0.00**

OTHER COSTS **\$0.00**

INDIRECT COSTS (12.4% OF PERSONNEL) **\$8,093.00**

BUDGET GRAND TOTAL **\$75,000.00**

SCHEDULE 5

**STD Surveillance Network
CDPH STD CONTROL BRANCH
Budget Year 5
September 30, 2012 - September 29, 2013**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Consulting Communicable Disease Rep.	\$ 4,446	0.90	12	\$48,017.00
Total Personnel				\$48,017.00
Fringe Benefits @ 35.918%				\$17,246.00
Total Personnel & Fringe				\$65,263.00

OPERATING EXPENSES

General office expense	\$500.00
Media/advertising	\$0.00
Medication/pharmaceuticals	\$0.00
Lab services	\$0.00
Total Operating Expenses	\$500.00

EQUIPMENT (If >\$50K, please itemize) **\$0.00**

TRAVEL **\$1,144.00**

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor \$0.00

Total Subcontractors **\$0.00**

OTHER COSTS **\$0.00**

INDIRECT COSTS (12.4% OF PERSONNEL) **\$8,093.00**

BUDGET GRAND TOTAL **\$75,000.00**

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH'S STD CONTROL BRANCH
STD SURVEILLANCE NETWORK (SSUN)

ADDITIONAL PROVISIONS

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CALIFORNIA DEPARTMENT OF PUBLIC HEALTH'S STD CONTROL BRANCH
STD SURVEILLANCE NETWORK (SSUN)

ADDITIONAL PROVISIONS

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or

substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement

executed by Contractor's duly constituted officers or Board of Directors,
containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and

treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or

mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation,

condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted

accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay

County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law); Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of

the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all

claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due

Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

G. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State, or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health – Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State or County representatives upon request.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement.

13. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information and/or Electronic Protected Health

Information in order to provide those services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic media means (a) Electronic storage media including memory devices in computers (hard drives) and any removable/portable digital memory medium, such as

magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means protected health information that is (a) transmitted by electronic media; (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the

term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such

information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as in the body of this Agreement.

(9) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such Information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as

necessary to perform the Services, and as provided in this Paragraph 13, Subparagraphs(s) B.(3), B.(4), B.(5), B.(6), B.(7), B(8), D.(3), and E.(2) of this Agreement.

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

i. Use Protected Health Information; and

ii. Disclose Protected Health Information if the

Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information:

Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain

administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security

Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple street, Suite 525
Los Angeles, California 90012

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information

by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business

Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its, employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.8, Business Associate shall document the information

specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Subparagraphs B.(1) (as modified by Section D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), D.(3), and E.(2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Subparagraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible,

Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of

this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

14. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a

written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the

subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND

CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits.

County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit

financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written

notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

19. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers, employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.

A. NOTICE TO EMPLOYEES REGARDING THE SAFETY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safety Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a

baby. The fact sheet is set forth and is available on the Internet at:

www.babysafela.org for printing purposes.

B. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFETY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safety Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post the County's "Safety Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply the Contractor with the poster to be used.

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ('DPSS') GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for

hiring, Contractor shall provide information regarding job openings and job requirements to DPSS GAIN/GROW staff at: GAIN/GROW@dpss.lacounty.gov

County will refer GAIN/GROW participants, by job category, to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND

CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and

agreement(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

25. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this

Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in Writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any

determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the

extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where, evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County contractors,

vendor or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this

agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-award to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contractors. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

34. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that

County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

35. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

36. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities

receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceeding or both. (County Code Chapter 2.202).

37. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

39. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such

services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health Programs and Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Office ("CEO). If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15)

calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's CEO. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.